

EXHIBIT B
DRAFT OPERATING PLAN

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I) INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) at Mount Rainier National Park (hereinafter referred to as the “Park”) will serve as a supplement to Concession Contract MORA001-06 (hereinafter referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands utilized by the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Park.

Any revisions must be consistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

On or about October 1 annually, a meeting between park management and the Concessioner will be held to discuss this Operating Plan for the next year. Once this document has been reviewed and updated, the Operating Plan will be submitted to the Concessioner and the Superintendent for their respective signatures.

II) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

- (1) **Blue Bags.** Bags used to collect solid human waste and toilet paper. The bags are carried by climbers and deposited in waste collection barrels.
- (2) **EMS.** Emergency Medical Services
- (3) **Key Contact (operational).** The Concessioner’s representative who is authorized to make day to day decisions concerning operations within the park area.
- (4) **Key Contact (corporate).** The Concessioner’s representative who is authorized to make day to day decisions concerning contract related issues.
- (5) **Lead Guide.** The Concessioner’s employee in charge of a guided group while conducting activities within the Park boundary.
- (6) **Leave No Trace (LNT).** A program sponsored by Leave No Trace Center for Outdoor Ethics.
- (7) **Summer Season.** In accordance with the Park’s Wilderness Management Plan, the official season for summer regulations is generally May 15 through September 30 of each year. The Concessioner will check with the concessions office for the actual dates annually since the Park may adjust the implementation date for summer and winter regulations based on snow depths.
- (8) **SAR.** Search and rescue.
- (9) **Winter Season.** In accordance with the Park’s Wilderness Management Plan, the official season for winter regulations is generally October 1 through May 14 of each

year. The Concessioner will check with the concessions office for the actual dates annually since the Park may adjust the implementation date for summer and winter regulations based on snow depths.

III) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site manager who:

- (1) Has the authority and the managerial experience for operating the required and authorized concession services within the Park.
- (2) Will employ a staff with the expertise and training to operate all services required and authorized under this Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Park, and;
- (4) Has the responsibility for implementing the policies and directives of the Service.

B) Park

The Superintendent of Mount Rainier National Park has the responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Park. This includes;

- (1) Evaluation of concessioner services;
- (2) Review and approval of rates charged for all commercial services.

The Service will provide a list of key contacts within 30 days of Contract execution and as revisions are made.

C) Seasons of Operations

The Concessioner will submit proposed starting and ending dates for all approved services to the Superintendent in sufficient time to allow for approval by the Superintendent. In general, the Concessioner may provide the following services during the following time frames:

- (1) *Guided Climbs*. Summer Season.
- (2) *Guided Climbs*. Winter Season.
- (3) *Mountaineering Day Schools*. Year round.
- (4) *Alpine Training*. Year round.
- (5) *Guided Winter Day Use Activities*. Winter Season.
- (6) *Guided Winter 5-Night Trips*. Winter Season.
- (7) *Guided Winter 14-Night Trips*. Winter Season.

D) Shuttling Clients and Guides

In order to reduce traffic congestion and to increase day use parking for other park users, the Concessioner will provide shuttle services between their base of operations and their

destinations within the Park boundary. All Concessioner employees and clients participating in guided activities will be transported to trailheads/parking lots via a concessioner operated shuttle. Exceptions may be made for clients utilizing lodging or campgrounds located within the Park prior to the activity and for administrative activities being conducted by the Concessioner.

Fees for shuttling clients will be incorporated into the base rate for the climb and not be listed separately in the concessioner's pricing for clients.

E) Rate Determination, Approval Process, and Reservations

- (1) *Submitting Rate Requests for Approval.* If a Concessioner wants to submit a rate request for approval, the Concessioner will provide the Superintendent with a list of proposed rates to be charged for all approved services and activities by September 1 of each year for the next year's operations. The Concessioner will supply any special documentation to support proposed rate increases.
- (2) *Rate Review Process.* The Service, to the best of their ability, will review and either approve or disapprove the proposed rates in conformance with Service rate approval guidelines. Once submitted, the Service will make every effort to get it back within 30 days.
- (3) *Reservation Policies.* The Concessioner will provide the Superintendent for review and approval a statement of its policies regarding: payment options, deposits, discounts, reservations, cancellations, and refunds as a part of the rate request.

F) Human Resources Management

- (1) *Hiring Restrictions.* The Concessioner may not hire spouses or children of Service employees without the prior written approval of the Superintendent. If the hiring is approved, the Park will provide written documentation to the Concessioner. The Concessioner may not hire the spouses or children of the Superintendent, Deputy Superintendent, or Concessions Office staff.
- (2) *Basic Guide Qualifications.*
 - (a) The Concessioner will ensure that all guides are fully qualified and experienced as mountain guides.
 - i) As a minimum, all guides will possess intermediate climbing and technical rescue SAR skills, including basic avalanche recognition, snow safety awareness, technical rescue skills, and technical rescue skills in a glaciated alpine environment. All guides will also have basic first aid and CPR certifications.
 - ii) Lead guides (those leading a particular climb in the field) will have, as a minimum, U.S. Level 2 Avalanche Certification (or equivalent) and Wilderness First Responder Certification or yearly training in alpine rescue. In addition, the lead guide in the field for each climb must have attended a Leave No Trace (LNT) trainer course or equivalent. At least one employee in the organization must have completed a LNT master educator course.
 - iii) All guides must also have a basic understanding of the mission of the National Park Service and the role of the Concessioner in helping to achieve that

mission. Documentation of the above certifications and training will be provided to the Concessions Office by May 1 of each year for summer activities and September 1 of each year for winter activities.

- (3) *Guide's Knowledge of Climbing Routes.* Lead guides must have successfully climbed the route that the guide will be traveling with clients before guiding clients on the route.
- (4) *Employee Identification, Appearance, and Attitude.*
 - (a) As far as is practicable, all concession employees who come in direct contact with the public will wear a uniform, hat, or name tag which identifies the person as an employee of the Concessioner.
 - (b) All concession employees shall exercise courtesy and consideration in their dealings with the public, and will present a neat, clean and otherwise professional personal appearance. They should also be capable of and willing to answer visitor questions concerning general information about the park, or be able to direct the visitor to a source for such information.

G) Guide Training

- (1) *Training and Evaluation Program.* The concessioner must have a training and evaluation program to review and meet the skills enhancement needs and certification requirements for their guides.
- (2) *Guide Qualifications/Training.*
 - (a) Prior to the start of and continuing into the climbing season, the Concessioner will provide its employees with appropriate continuing education in technical climbing skills training pertaining to the activities provided.
 - (b) The Concessioner will ensure that all guides have a minimum of 8 hours of search and rescue (SAR) training annually. This training should include avalanche training, technical rescue, search tactics, and other mountaineering search and rescue training.
- (3) *Resource Protection.*

The Concessioner is responsible for training its employees in all aspects of protecting and preserving the resources of the Mount Rainier National Park. The Concessioner will take all reasonable and adequate precautions to minimize damage to all natural and cultural resources within the park. Examples of actions the Concessioner can take to protect resources would include: staying on designated trails on approach routes; selecting rest areas that are more impact resistant, such as on snow or rock; disposing of human waste properly (designated toilets or "blue bags"); using existing rock windbreaks and not constructing new rock walls; and any other universally accepted Leave No Trace techniques.

- (4) *Backcountry Sanitation.*
 - (a) The concessioner is responsible for training its employees in proper sanitation methods for food, water and waste, and ensuring that safe practices are followed.
 - (b) Training and practices will comply with applicable standards such as FDA Food Code, and Directors Order 83 - Backcountry Sanitation. Also see Section VII Health and Sanitation.

- (5) *Training Documentation.* The Concessioner will maintain a file that is auditable by the park, which includes documentation of current certifications and all relevant SAR, EMS, and other pertinent training received for each guide.

IV) RISK MANAGEMENT

A) Risk Management Program

A Risk Management Program will be maintained by the Concessioner. A copy of a draft plan will be provided to the Concessions Office and will need to be developed to fit the Concessioners needs within 60 days of the effective date of Contract execution and maintained by the Concessioner to implement an appropriate safety program. This plan will be reviewed and approved annually by the Superintendent, in accordance with Occupational Safety and Health Administration (“OSHA”) regulations, National Fire Protection Association (“NFPA”) codes and Service policies and guidelines. Updates to the program are due by November 30 of each operating year. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

The Concessioner may also participate in the Mount Rainier National Park Safety Program.

B) Emergency Operations Plan

The Concessioner will have an emergency operations plan for SAR and EMS incidents on the mountain and for any of the other activities in which the Concessioner is involved. A copy of the plan will be submitted to the Concessions Office. The plan will be reviewed and either rejected or accepted by the park.

V) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Quality of Service

- (1) *Cooperation With the Park.* The Concessioner will promote a wilderness stewardship role in their operations. This activity will include serving as an example to clients and the non-guided public in the appropriate use of the park, by following park rules and regulations, and by following the mission of the National Park Service and Mount Rainier National Park. The Concessioner will proactively communicate with the park on all matters relating to their operations and the operation of the park.
- (2) *Cooperation With Other Guided Mountaineering Concessioners.* Close cooperation at the climbing high camps and along the climbing routes is critical to avoid potential problems and to provide a high level of visitor safety and enjoyment and is expected of all Concessioners. Cooperation includes coordinating starting times for climbs,

cooperatively using common areas, managing groups to avoid congestion on climbing routes, working cooperatively on annual route utilization scheduling, and creating a positive guiding environment for employees, clients and independent climbers.

- (3) *Equipment Standards.* Equipment used on climbs and other approved activities will be in good condition and meet current safety standards.
- (4) *Client Education.* The Concessioner will provide to their clients a basic understanding of:
 - (a) National Park Service mission and values (printed material is acceptable)
 - (b) Wilderness values, natural and cultural resource protection, and Leave No Trace principles and practices as they relate to Mount Rainier National Park
 - (c) Mountaineering skills and safety including, as a minimum, proper use of crampons and ice axe, roped glacier travel, self arrest, and the basics of crevasse rescue (applicable to guided mountaineering programs only)
 - (d) The role of the Concessioner within the park
 - (e) Other relevant topics suitable for a guided climbing service in Mount Rainier National Park

The Concessioner may contact the Concessions Office for clarification of any of the park's regulations, policies, and guidelines.

B) Resource Protection (also see Climbing Route Aids)

- (1) *Wilderness Management Plan.* The Concessioner will be provided with a copy of the Mount Rainier National Park Wilderness Management Plan and will become familiar with the tenets of the document as they relate to the Concessioner's operations and the protection of the park.
- (2) *Leave No Trace Practices.* The Concessioner's guides and clients will practice Leave No Trace hiking, climbing, and camping techniques. Lead guides must have attended a LNT trainer level course. At least one employee in the organization must have attended a LNT Master Educator course.
- (3) *Travel on Snow and Trails.* The Concessioner's guides and clients will hike on established trails or snow whenever possible and will avoid impacting fragile areas.
 - (a) Paradise Meadows. In early summer in the Paradise Meadows before the constructed trails have melted out, Concession guided parties will follow wanded routes (primarily from Paradise to Pebble Creek) in order to assist the park with keeping visitors on the established trails as they melt out and minimize damage to the meadows. Concession guides will also assist the park in maintaining the wands as they melt out and fall over.
 - (b) Cross-Country Zones. When traveling through cross-country zones enroute to certain climbing routes when there is no snow or insufficient snow pack to protect vegetation, Concession guided parties will use existing "way" trails where they exist. Where there are no "way" trails, Concession guided groups will spread out and not hike single file in order to minimize the formation of new social trails. (NOTE: "way" trails or "social" trails are trails that have been formed by repeated visitor use and not constructed by the park).

- (c) Rest Stops. When taking a rest break, Concession guided parties will use a designated rest area adjacent to established trails, or where no trail exists, Concession guided parties will stop on snow if available, or on the most durable area that is present, such as rock.
- (4) Camping. The Concessioner's guides and clients are not allowed to camp in cross-country zones during the summer season. They must use established backcountry campsites or camp in alpine zones.
 - (a) Alpine Zones. In alpine zones, Concession guided parties will camp on snow whenever possible. If no snow is present, Concession guided parties should use existing impacted camp areas.
 - (b) Muir Snowfield. Camping will only be allowed in the designated commercial group area on snow between the elevations of 7,500 and 9,800 feet. Access to campsites on the snowfield will only occur over snow (no travel over the fell fields).
 - (c) Constructing Camps in Wilderness Zones. The building, improvement, or maintenance of rock walls, rock cairns or other ground disturbing alterations is prohibited.
- (5) Litter. The Concessioner will ensure that its guides and clients remove all of their trash and litter from natural areas and that guides assist as much as possible in removing any other litter they encounter.
- (6) Human Waste
 - (a) The Concessioner's guides and clients will use established toilets where they exist. In places where there are no established toilets, the Concessioner's guides and clients must use "blue bags" to collect all solid human waste (including toilet paper). Blue bags must be deposited in blue bag barrels located on the mountain, at Paradise, or at other locations accessible to climbing routes.
 - (b) For Mountaineering Day Schools around Panorama Point, the Panorama Point toilet will be used by clients and guides. Otherwise, blue bags will be used and carried back to Paradise for proper disposal.
- (7) Caching. No equipment or food caches will be left on the mountain by Concession guided parties, with the exception of at Camp Muir and Camp Schurman and as noted below:
 - (a) Ladders. One ladder may be stored on or near the Ingraham Flats/base of Disappointment Cleaver (DC) and at the top of DC as route aids to be used by all Concessioners. See Section F, Climbing Route Aids for additional information.
 - (b) Storage Boxes. Each Concessioner is allowed to have one standard size contractor's "job box" for storage of equipment at Camp Muir and one standard size contractor's "job box" at Camp Schurman. The areas for these "job boxes" must be designated by the Climbing Rangers. The dimension of the "job boxes" may not exceed 5.5 feet wide by 3 feet deep by 3 feet high.
- (8) Hazardous Materials Spills. The Concessioner must immediately notify the park of any spill of a hazardous substance, such as gasoline from vehicles, stove fuel, etc. which exceeds 1 gallon. The Concessioner is responsible for cleaning up the spill.

- (9) *Mountaineering Day Schools.* Because of the numerous existing impacts in the Paradise Non-Wilderness Area and the high volume of visitor day hikers, the Concessioner will be especially conscientious about preventing resource impacts at the Mountaineering Day School site in the Panorama Point area. Specifically, guides and clients will stay on constructed trails and approach the training site over snow or on the trail. Consultation with the park will be required when access to the site over snow or by trail is no longer possible.
- (10) *Training on Route.* When the Concessioner decides to train their clients along the climbing route as part of the trip/climb (in lieu of a mountaineering day school), any location along the route may be used for training as long as it does not interfere with the use of the area by other users of the route, and as long as it occurs on snow that can be accessed without traveling cross-country.

C) Permits and Reservations

- (1) *Wilderness Permits.* The Concessioner is required to obtain Wilderness Permits when camping anywhere in the park overnight unless the group is a climbing/alpine training party authorized with a Climbing Permit.
- (2) *Climbing Reservations.*
 - (a) Reserved Campsites. For Muir, Emmons and Kautz Route summer climbs, the Concessioner will have reservations guaranteed for their trips in advance of the April 1st deadline for public reservations. No fee is currently charged for these reservations. For summer climbs on “Other” routes and for summer Alpine Training courses, if the Concessioner chooses to make reservations, the Concessioner will need to compete with the public for camping space beginning April 1st. For these reservations, a fee of \$20 per trip will be charged. Reservations not picked up by 10 a.m. of the first day of the trip will be cancelled, unless a late pick up has been requested. Reservations are not needed for the winter season.
 - (b) First-Come-First-Served Allocations. The Concessioner may elect to forego reservations and compete for camping space on a First-Come-First-Served basis. Approximately 40% of all camping spots in the park during the summer are not reserved in advance and are available as First-come-First-Served. These spaces are available the day before a trip is to start, and there is no reservation fee.
 - (c) Cancelled Campsite Allocations. At least 24 hours prior to any climbs on any routes that have been reserved in advance, the Concessioner will fax a list of the number of unused spaces in each camp or zone to the Longmire Wilderness Information Center (360-569-3131). These unused spaces will be made available to the general public. This does not apply to space at Camp Muir which has been set aside for use by the Concessioner

D) Party Size, Use Limits, Restrictions and Scheduling

- (1) *Allocations of Use.* Concessioner use allocations are detailed below. The allocation cannot be transferred to another entity without the approval of the Service.
- (2) *Annual Scheduling Meeting.* The park will schedule a meeting each year to coordinate the scheduling of campsites among the three Concessioners. If the

Concessioners are unable to cooperatively develop a schedule for use of campsites, the park will impose a schedule. The first meeting, under the new contract, will be scheduled within a month of the award date of the contracts. Meetings in future years will be scheduled for late summer or early fall.

(3) *Route Restrictions.* The following overnight use limits apply:

(a) **MUIR ROUTE**

Limits: MORA001 – 24 clients and guides per night and 3336 user nights per year. MORA005 and 006 – 12 clients and guides per night and 1668 user night per year.

i. **Muir Snowfield:**

- MORA001 - No use allowed
- MORA005 and MORA006 – No more than 12 clients & guides per night. Only 1 Concessioner allowed on the Muir Snowfield per night - Concessioners MORA005 and MORA006 must rotate use. Camping is restricted to the designated commercial group camp.

ii. **Camp Muir:**

- MORA001 - 24 clients & guides
- MORA005 and MORA006 - 12 clients & guides
- MORA001 is allowed to be at Camp Muir each night. Only 1 other Concessioner allowed at Camp Muir each night— Concessioners MORA005 and MORA006 must rotate use. The Concessioner is allowed, but is not required, to have a management staff at Camp Muir. The Camp Muir management staff (max. 1 person per Concessioner) is not included in these totals.

iii. **Ingraham Flats:**

- MORA001 - No use allowed
- MORA005 and MORA006 - 12 clients & guides
- Only 1 Concessioner allowed at the Ingraham Flats per night. MORA005 and MORA006 must schedule use.

iv. **Scheduled Use of the Muir Route for MORA005 and MORA006**

- MORA005 and MORA006 will be allowed to use the Muir Snowfield, Camp Muir and Ingraham in accordance with the following schedule unless MORA005 and MORA006 jointly propose an alternative schedule that is approved by the park:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Snowfield	Flats	Snowfield	Flats	Muir	Snowfield	Flats
Week 2	Muir	Snowfield	Flats	Muir	Snowfield	Flats	Muir

(b) **EMMONS ROUTE**

Limits – Maximum of 120 clients and guides per summer and 40 clients and guides per winter per concessioner. Maximum of 3 nights per trip.

i. **Glacier Basin:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at Glacier Basin per night with use rotated among the three guided mountaineering concessioners.

ii. **Inter Glacier:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at the Inter Glacier per night with use rotated among the three guided mountaineering concessioners.

iii. **Camp Schurman:**

- Maximum of 12 clients & guides per night
- Only 2 Concessioners allowed at Camp Schurman per night with use rotated among the three guided mountaineering concessioners.

iv. **Emmons Flats:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at Emmons Flats per night with use rotated among the three guided mountaineering concessioners.

(c) **KAUTZ ROUTE**

Kautz Route Limits – Maximum of 80 clients and guides per summer and 40 clients and guides per winter per concessioner. Maximum of 3 nights per trip.

i. **Alpine Lower Nisqually:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at Alpine Lower Nisqually per night with use rotated among the three guided mountaineering concessioners.

ii. **Alpine Wilson:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at Alpine Wilson per night with use rotated among the three guided mountaineering concessioners.

iii. **Alpine Kautz:**

- Maximum of 12 clients & guides per night
- Only 1 Concessioner allowed at Alpine Kautz per night with use rotated among the three guided mountaineering concessioners.

(d) **OTHER ROUTES**

- i. Maximum of 40 clients and guides per year
- ii. Maximum of 5 clients & guides per party
- iii. Only 1 Concessioner allowed in any camp or alpine zone per night. Use will be allocated in competition with the public.
- iv. Maximum of 7 nights per trip with the exception of Liberty Ridge (Liberty Ridge does not have a prescribed limit)

(4) *Other Use Limits and Restrictions.*

- (a) **Party Size on Muir Route.** Climbing parties must be divided into separate groups of 12 or fewer people between Paradise and the summit. Starting times between

the three guided mountaineering Concessioners must be staggered by at least 30 minutes. In an effort to minimize congestion and delays along the route groups will not merge.

- (b) Camps. Guided parties may camp in designated backcountry camps or in alpine zones, but may not camp in cross-country zones. In designated camps, parties of 5 or less can camp in individual sites, and parties of 6 to 12 must camp in a group site. Parties will not be split up to fit into individual sites.
- (c) Mountaineering Day Schools. Party size for Mountaineering Day Schools may not exceed 12 clients and guides. Groups must maintain spacing of at least 15 minutes to and from the area to minimize congestion and delays.
- (d) Alpine Training. Alpine training consists of non-summit activities that occur below 10,000 and are geared towards skills enhancement. All Camping will take place on snow and ice, and groups will only use the Alpine Paradise, Alpine Nisqually, and Alpine Winthrop zones for these activities. The use of Camp Muir and Camp Schurman is not permitted. The Concessioner may conduct up to 4 training sessions per year that are no more than 4 nights in duration. Party sizes will consist of no more than 12 clients and guides each. If travel will occur on glaciers, there will be no more than 4 clients per guide. If travel will not occur on glaciers, there will be no more than 5 clients per guide.
- (e) Guided Winter Day Use. This activity consists of cross country skiing, snowshoeing and other closely related activities. The Concessioner may conduct up to 20 single day trips per winter. Parties will consist of no more than 12 clients and guides. If travel will occur on glaciers, there will be no more than 4 clients per guide. If travel will not occur on glaciers, there will be no more than 5 clients per guide.
- (f) 5 Night Winter Trips. This activity consists of non-summit winter trips that occur below 10,000 feet. The use of Camp Muir is allowed. The Concessioner may guide up to 5 trips per winter that are no longer than 5 nights in duration. Parties will consist of no more than 12 clients and guides. If travel will occur on glaciers, there will be no more than 4 clients per guide. If travel will not occur on glaciers, there will be no more than 5 clients per guide.
- (g) Guided Winter 14-night Trips. These are non-summit winter trips that occur below 10,000 feet. The use of Camp Muir is allowed. The Concessioner may guide up to 2 trips per winter that are no longer than 14 nights in duration. Parties will consist of no more than 12 clients and guides. If travel will occur on glaciers, there will be no more than 4 clients per guide. If travel will not occur on glaciers, there will be no more than 5 clients per guide.

E) Use of High Camps (Camp Muir & Camp Schurman)

(1) *Camp Muir*

- (a) Use of the Plywood Client Shelter. The Service owned plywood client shelter/storage building will temporarily be made available, on a shared occupancy basis, for overnight use. The Concessioner will need to plan for overnight use alternatives (tents) should the shelter be removed by the Service. In the event of an emergency, the client shelter may be used by both independent

and guided climbers. The Concessioner will be responsible for housekeeping activities in the shelter if the Concessioner uses the shelter. Housekeeping activities include cleaning, removing trash, and making minor repairs to doors, bunks, and floors.

- (b) Use of the Cook Shack/historic Guide Shelter. The Concessioner may be allowed to use a portion of the Camp Muir Cook Shack/historic Guide Shelter at the discretion of the park. The amount of use allowed will be determined by the park annually. The Concessioner will be responsible for housekeeping activities in the shelter if the Concessioner uses the Shelter. Housekeeping activities include cleaning, removing trash, and making minor repairs to doors, bunks, and floors.
 - (c) Water for Clients and Guides. Individual groups need to melt snow or provide water for their group's use. Centralized water operations will not be allowed (hoses, storage barrels, etc.). A snow collection area will be designated and managed cooperatively by the three Concessioners.
 - (d) Camp Muir Management Staff Training. Prior to each summer season, the Concessioner will train its Camp Muir management staff in the duties and responsibilities of managing Camp Muir. This training will include proper and safe use of the Camp Muir Cook Shack/historic guide shelter; identification of snow collection areas and procedures for protecting the area (for drinking water); radio communications; emergency procedures; working in close coordination with the National Park Service and the two other Climbing Concessioners also using Camp Muir; etc. Documentation of this training will be sent to the Concessions Office prior to May 31 of each year.
 - (e) Allocation Numbers and Camp Managers. The Concessioner's camp manager (maximum of one individual per night), if used, will not count in the Concessioner per night use limits.
 - (f) Use of the Public Shelter. The Concessioner may only use the Camp Muir Public Shelter for emergencies in the summer. The shelter will normally be used by the general public; however, some limited Concessioner use of the Public Shelter may be allowed during the winter season, as approved by the Concessions Office.
 - (g) Communications with the Climbing Rangers. The Concessioner will maintain a good working relationship and good communications with the Climbing Rangers by meeting with them at least weekly at Camp Muir during the summer season to discuss route conditions and hazards and safety issues. Whenever possible, the Concessioner's guides should try to contact the Camp Muir Ranger soon after returning from a climb to let the Ranger know of potential problems on the mountain, such as slow parties, injuries, etc.
 - (h) Camp Muir Grounds. The concessioner will perform routine housekeeping chores within the area of Camp Muir including picking up litter, protecting the snow collection area, and assisting the Service in the maintenance of the high altitude toilets.
- (2) *Camp Schurman*
- (a) Camp Managers. Camp managers and support personnel are included in the Concession guided party limit.

- (b) Communications with the Climbing Rangers. The Concessioner will maintain a good working relationship and good communications with the Climbing Rangers by meeting with them at least weekly at Camp Schurman during the summer season to discuss route conditions, to discuss route conditions and hazards and safety issues. Whenever possible, the Concessioner's guides should try to contact the Camp Schurman Ranger soon after returning from a climb to let the Ranger know of potential problems on the mountain, such as slow parties, injuries, etc.

F) Climbing Route Aids

- (1) *Types of Climbing Aids Allowed.* The following types of equipment are allowed climbing aids on Mount Rainier: wands (anywhere on the mountain), fixed lines (Muir route only), ladders (Muir Route only).
- (2) *Wands.* Wands may be used on any route on the mountain. In order to identify the owner of the wand, the Concessioner must mark the wand with their company initials or name. Concessioner owned wands, which are no longer needed, will be removed by the Concessioner daily.
- (3) *Fixed Lines.* Fixed lines which are removed at the end of a specific climb (i.e., usually the same day) are allowed on all routes. Fixed lines which are left up for multiple climbs (i.e., multiple days) are only allowed on the high use Muir Route. The Concessioner will notify the Supervisory Climbing Ranger whenever fixed lines have been left on a route for more than one day.
 - (a) If the Concessioner intends to use fixed lines, the Concessioner must present their procedure for installing fixed lines to the park for approval annually.
- (4) *Ladders.* The use of ladders, while discouraged by the Park, is allowed on the Muir route. The Concessioner will notify the Supervisory Climbing Ranger whenever ladders have been installed or removed on a route.
- (5) *Shoveling on the Muir Route.* The shoveling of a ledge on a steep traverse is only allowed on the Muir Route subject to the specific approval of the Supervisory or Lead Climbing Ranger who will determine the appropriateness of the activity.
- (6) *Responsibility for Fixed Climbing Aids.* Once installed, a fixed line or ladder is the responsibility of the Concessioner and must be maintained in a safe manner until removed from service. The three guided mountaineering Concessioners will cooperate regarding the use and maintenance of route aids, such as fixed lines and ladders.
- (7) *Storage of Ladders.* One ladder may be stored at the top of DC as a route aid and to be used by all three Concessioners.

G) Helicopter Operations and Training

- (1) *Helicopter Training.* No Concession employee will be involved in helicopter operations unless he or she has had NPS helicopter certifications. The park may provide helicopter training for search and rescue operations annually. The Chief Ranger is the contact for coordinating this training.
- (2) *Helicopter Personal Protective Equipment.* Concession employees involved in helicopter operations will use and be equipped by the park with approved flight helmets, gloves, flight suits, and eye & ear protection at all times around operating aircraft. The Concessioner or individual guide must provide their own leather boots.

During emergency operations, an exception to the use of Nomex flight suits is possible when covered by the personal protective equipment waiver. The helibase manager will provide Concession employees with the proper warnings and waiver forms. The Concessioner is responsible for providing the necessary personal protective equipment (PPE) for its employees. The park Aviation Manager is the primary contact for approved PPE and waiver procedures for PPE.

H) Safety

- (1) *Client/Guide Ratios.* The following client to guide ratios will be adhered to as a minimum acceptable level:
 - (a) Guided Climbs on Muir, Emmons and Kautz Routes (Summer & Winter) - No more than 4 clients per guide, with a guide on every rope
 - (b) Guided Climbs on Other Routes – No less than 2 guides and no more than 3 clients per party
 - (c) Mountaineering Day Schools - No more than 11 clients per guide
 - (d) Alpine Training - No more than 4 clients per guide
 - (e) Guided Winter Day Use - No more than 5 clients per guide
 - (f) Guided Winter Overnight Trips (5 & 14-Night Trips) - No more than 4 clients per guide if glacier travel is involved; 5 clients per guide if no glacier travel is involved
- (2) *Clients Left Alone.* With the exception of clients at Camp Muir and Camp Schurman who will not be traveling on glaciers, no clients will be left on an approach route, in camp, or on the mountain without a guide in the immediate vicinity.
- (3) *Solo Climbing.* Guides and clients will travel as an organized group. Solo glacier travel is not permitted for either guides or clients (including route maintenance activities). Individuals may only participate in solo climbing activities if they have received written approval from the park (36 CFR 7.5).
- (4) *Helmet Use.* Guides and clients will wear protective helmets when traveling on glaciers, summit climbs, and during other activities where rock or icefall is possible.
- (5) *Roped Parties.* When traveling on glaciers or in other hazardous terrain, guides will travel roped up to a partner (either another guide or a client). Clients must travel roped up to a guide. Guides and clients may un-rope at camps or rest areas on glaciers once the guide has designated a safe area.
- (6) *Emergency Communications.* Each Concession guided party will have at least one electronic method (two way radio, cell phone, satellite phone, etc.) for communicating with the park or guide service in the event of an emergency.
- (7) *Climbing Ropes & Hardware.* Climbing ropes and other climbing equipment will be inspected before and after each climb by a qualified Concession employee to assure that they are in good condition. Damaged or defective climbing ropes or hardware will be removed from service.
- (8) *Emergency Equipment Carried to the Summit.* At a minimum, each guided party going to the summit will carry standard crevasse rescue equipment, map & compass, GPS unit, sleeping bag, bivouac sack, snow shovel, first aid kit, stove, fuel and pot. Each Concession guided party should be as self-sufficient as possible and capable of self rescue in most cases.

- (9) *Emergency Equipment Caches.* Rescue caches will need to be managed cooperatively by all of the guided mountaineering Concessioners and are subject to approval by the Service. If a plan is submitted cooperatively by all three guided mountaineering Concessioners and the plan is approved by the park, a rescue cache may be located at the top of DC. The concessioner may maintain a rescue cache at Camp Muir and Camp Schurman individually or cooperatively within their allotted storage space.

I) Health and Sanitation (also see Resource Protection)

- (1) *Menu Review.* The Concessioner will provide the park with a copy of the client menu for any public food service offered to clients within the park. The menu should include the type and packaging of ingredients (e.g. canned sauce with pasta, freeze dried meat, etc.). The U.S. Public Health Officer will review and approve the menu. This requirement does not apply to menus that merely involve client prepared meals.

J) Training

- (1) *Date for the Annual Orientation by the Park.* Prior to May 15 of each year, the Chief Ranger will set a date for an orientation/training session for the Concessioner's employees. Part of this training will be devoted to the importance of partnerships and the roles played by the Concessioner and the Service in providing park visitors with quality service, including accurate and timely information about the park.
- (2) *Mountaineering Safety Training.* The Concessioner will include Service employees in client training activities, without cost, for the purpose of monitoring content and quality control. Service participation in client training activities will not count against the Concessioner's use limits. The Service will include the Concessioner's guides in park sponsored mountaineering training without cost on a space available basis.
- (3) *Other Training Opportunities.* Additional joint training opportunities between the Concessioner and the park, whether initiated by the Concessioner or the park, should be coordinated through the Chief Ranger.

K) Emergency Operations

- (1) *Emergency Hiring of Concession Employees.* When the park hires a Concession employee under an emergency hire or Volunteer in Park status for emergency operations, the employee will be covered under applicable federal laws in case of an accident or injury and for liability purposes. A pre-signed Emergency Fire Fighter Time Report (OF-288) an Employment Eligibility Verification Form (I-9), and an Employee's Withholding Allowance Form (W-4) for all Concession guides who may participate in rescues must be on file with the Concessioner prior to the summer season. If a Concession employee is hired for an emergency operation, the forms for the appropriate Concession employee(s) will be forwarded from the Concessioner to the Incident Commander within three days of the conclusion of the incident.
- (a) Concession employees will not be paid nor covered by federal laws for accident, injury, or liability purposes for search and rescue operations unless specifically hired by the park for the activity.

- (b) The Concessioner's guides will generally not be paid to participate in rescues of the Concessioner's clients.
- (c) When on the mountain, the Concessioner's guides must always ensure the safety of their clients before participating in any search or rescue operation.
- (2) *Park Must be Notified.* The Concessioner must make every effort to notify the park of a search and rescue incident involving their groups as soon as practicable.
- (3) *Responding to Emergencies.* While it is the responsibility of the National Park Service to manage emergencies involving public safety, Concession employees may assist with emergencies such as emergency medical care, and search and rescue (as noted above). Because quick response by Park Rangers may not always be possible, the Concessioner must hire employees who are certified at the appropriate level emergency medical services as noted in Section III – Concessioner Staffing. The Concessioner's guided climbing party should be self sufficient and capable of conducting self rescues in most situations.
- (4) *Critical Incident Stress Management.* The Concessioner's employees, who have been directly or indirectly involved in a critical incident, will have the opportunity to participate in Critical Incident Stress Management programs. Sessions will be coordinated by the Chief Ranger.

L) Incident Response and Reporting

- (1) *Reporting Incidents.* The Concessioner will notify the park of all incidents within the park involving the Concessioner's clients or employees. Notification will be commensurate to the incident. Serious incidents (fatalities or injuries requiring the care of a physician or employee incidents that will result in lost time) will be reported immediately to a Park Ranger or to the park's Communication Center. Less serious incidents should be reported in writing to the Concessions Office within 2 weeks. The Concessions Office will provide the Concessioner with the appropriate accident/injury forms which the Concessioner will fill out and return to the Concessions Office. The Concessions Office will then submit the necessary documentation to the Department of the Interior's Safety Management Information System (SMIS).
- (2) *Motor Vehicle Accidents.* All motor vehicle accidents that the Concessioner is involved in that occur in the park will be reported to a Park Ranger immediately, no matter how minor.
- (3) *Property Damage.* All damage to government property and significant damage to the Concessioner's or private property occurring in the park must be reported to a Park Ranger immediately, whether or not the damage is the result of an accident or a violation of law.
- (4) *Violations of the Law.* All violations of the law witnessed by the concessioner and that occurred in the park must be reported to a Park Ranger immediately. This includes illegal guiding, drug use, traffic offenses, assaults, thefts, and similar offenses.
- (5) *Lost And Found.* Items found within the park will be given to a Park Ranger as soon as possible, but not more than 5 days after receipt by the Concessioner. High value items such as cameras, wallets, etc. must be properly secured until they are transferred to a Ranger. All found items will be tagged before transferring to the

park. Tags will indicate the date and location the item was found and the name of the employee finding the item or receiving it from a client or visitor. The Concessioner's employees may not claim, keep or use items found. Visitors or clients reporting lost items to the Concessioner should be directed to the nearest Ranger Station to turn in the item.

VI) PUBLIC RELATIONS

A) Required Notices

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

- (1) This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent
Mount Rainier National Park
Tahoma Woods, Star Route
Ashford, Washington 98304

B) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. All promotional material must be submitted for review and approval before publication, distribution, broadcast, etc. The Concessioner will contact the Service 50 days prior to establish specific time frames for each project review. The Service may require that unapproved promotional material be removed from circulation.
- (b) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Park staff assistance is required to help develop the product.
- (c) Park Publications. The Park's newspaper includes information on concessioner-operated facilities within the Park. The Concessioner is required to submit, for approval, a proposed minimum operating schedule to the Service. Please see the table of reporting requirements for required due date. This schedule, once approved, will be included in the publication of the Park's newspaper. To receive a copy of the current Park newspaper, please contact the Mount Rainier National Park Division of Interpretation at (360) 569-2211, extension 3322.
- (d) The Concessioner's vehicles may not be used to advertise products and services not provided under this Contract.

(2) *Statements*

- (a) Authorization. Advertisements and promotional materials, including broadcast copy, must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public in Mount Rainier National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

C) Comments and/or Complaints

- (1) The park will send copies of complaints and comments received regarding the Concessioner's operations for the Concessioner to investigate, respond, and take action where appropriate. The Concessioner will provide copies of responses to comments and complaints to the Superintendent within 30 days of receipt of the comment/complaint.
- (2) The Concessioner will provide copies of all written comments received from clients concerning services provided within Mount Rainier National Park within 14 days of their receipt. Complaints will be responded to by the Concessioner within 30 days of receipt and a copy of the Concessioner's response will be provided to the Concessions Office.

VII) REPORTING REQUIREMENTS

In addition to the reports required by the Contract, the Concessioner will provide the Superintendent the following reports annually:

A) Emergency Contact Information

The Concessioner will require each client to fill out emergency information cards, detailing at least one name and phone number. The Concessioner will furnish the Service a copy of all emergency information cards for their clients.

B) Annual Statistical Use Summary

The Concessioner will furnish the Concessions Office with a written yearly summary of their guiding activities by **January 30** of each year. See Attachment A of the Operating Plan for report format.

C) Annual Operations Report

In addition to the statistical information included above, the Concessioner will furnish a summary report of their operations for the previous year to the Concessions Office by **January 30**. Included in this report should be comments about what went well for their operation, as well as suggestions on how to improve areas of the operation that did not run smoothly. Any suggestions for improving the working relationship with the park or the other Guided Mountaineering Concessioners should also be included.

D) Annual Financial Report

By **April 1**, ninety (90) days after end of calendar year.

E) Roster of Employees and Guides

By **May 1** of each year, the Concessioner will provide the park with a list of its key employees (management and supervisors, along with emergency contact phone numbers) so that the park can contact key personnel in the event of an emergency. The concessioner will also provide the park with a list of guides by **May 1** for summer operations and by **September 1** for winter operations. Updates will be provided to the concessions office throughout the operating seasons.

F) Certificate of Insurance

At the beginning of the contract and as renewed.

G) Schedule of climbs and other approved activities

A meeting will be held in October of each year to schedule campsites for summer climbing activity for the following year. For summer climbs on the Muir, Emmons, and Kautz routes, and for summer alpine training programs, the Concessioner must submit complete proposed itineraries to the Concessions Office no later than **March 1**. If proposed itineraries are not submitted by this date, there is no guarantee that spaces on these routes can be reserved for the Concessioner prior to the beginning of the public reservation system which generally being to accept requests on April 1.

H) Annual Operating Plan Update

On or about **October 1** of each year, a meeting between park management and the Concessioner will be held to discuss the Operating Plan for the next year.

Approved, effective _____, 20__

By: _____
Concessioner, (Title)

By: _____
Superintendent, Mount Rainier National Park